

1 Bart K. Larsen, Esq.
2 Nevada Bar No. 8538
3 Kyle M. Wyant, Esq.
4 Nevada Bar No. 14652
5 **SHEA LARSEN**
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7 Las Vegas, Nevada 89134
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12 *Attorneys for HASELECT-Medical Receivables
13 Litigation Finance Fund International SP*

14 **UNITED STATES BANKRUPTCY COURT**

15 **DISTRICT OF NEVADA**

16 In re:

17 INFINITY CAPITAL MANAGEMENT, INC.

18 Debtor.

19 Case No. 21-14486-abl
20 Chapter 7

21 HASELECT-MEDICAL RECEIVABLES
22 LITIGATION FINANCE FUND
23 INTERNATIONAL SP,

24 Plaintiff,

25 Adversary Case No. 21-01167-abl

26 v.
27 TECUMSEH-INFINITY MEDICAL
28 RECEIVABLES FUND, LP,

29 Defendant.

30 **NOTICE OF DEPOSITION OF
31 TECUMSEH-INFINITY MEDICAL
32 RECEIVABLES FUND, LP
33 PURSUANT TO FRCP 30(B)(6)**

34 TECUMSEH-INFINITY MEDICAL
35 RECEIVABLES FUND, LP,

36 Counter-Plaintiff,

37 v.
38 HASELECT-MEDICAL RECEIVABLES
39 LITIGATION FINANCE FUND
40 INTERNATIONAL SP; ROBERT E. ATKINSON,
41 CHAPTER 7 TRUSTEE

42 Counter-Defendants.

SHEA LARSEN
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Las Vegas, Nevada 89134
(702) 471-7432

1 TO ALL INTERESTED PARTIES AND THEIR RESPECTIVE COUNSEL:

2 PLEASE TAKE NOTICE that on September 28, 2022 at 9:00 a.m. PT, Plaintiff HASelect-
3 Medical Receivables Litigation Finance Fund International SP (“HASelect”) will take the oral
4 deposition of Defendant Tecumseh-Infinity Medical Receivables Fund, LP (“Tecumseh”) pursuant
5 to FRCP 30(b)(6). In accordance with its obligations under FRCP 30(b)(6), Tecumseh shall produce
6 a representative with knowledge and ability to testify regarding the topics for examination outlined
7 below. The deposition will be taken at the offices of Shea Larsen at 1731 Village Center Circle,
8 Suite 150, Las Vegas, Nevada 89134 before a notary public or other officer authorized to administer
9 oaths. The deposition will be recorded by stenographic means and oral examination will continue
10 from day-to-day until completed.

11 **TOPICS FOR EXAMINATION**

12 1. The formation and history of Tecumseh;

13 2. Tecumseh’s business dealings, including but not limited to, its current and past
14 company structure, day-to-day operations, products, and services offered for sale, and competitors;

15 3. Tecumseh’s relationship with Debtor Infinity Capital Management, Inc. (“Infinity”),
16 including but not limited to, Tecumseh and its principal’s relationship with Infinity’s principals;

17 4. The relationship between Tecumseh’s principals and HASelect;

18 5. Tecumseh’s knowledge of HASelect, its Loan and related documents with Infinity,
19 and HASelect’s security interest over all of Infinity’s personal property, including but not limited
20 to, accounts receivable;

21 6. Tecumseh’s purchase of accounts receivable, including but not limited to, the
22 Disputed Receivables as referenced in the pleadings filed in this matter;

23 7. All communications and documents between Tecumseh and Infinity, including but
24 not limited to, communications relating to HASelect’s Collateral (as defined in the pleadings filed
25 in this matter as well as the MLA) and the Sub-Advisory Agreement as referenced in the pleadings
26 filed in this matter;

27 8. Tecumseh’s payments regarding the Disputed Receivables, including but not limited
28

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1 to, Tecumseh's payments to Infinity to purchase the same;

2 9. The removal of electronic stamps which identified Infinity's existing accounts as
3 HASelect's Collateral;

4 10. All communications and documents between Tecumseh and HASelect;

5 11. Tecumseh's business dealings, communications, or documents with Infinity Health
6 Connections and Infinity Health Solutions;

7 12. All communications and documents between Tecumseh and medical providers from
8 whom Tecumseh claims to have purchased accounts receivable;

9 13. All communications and documents in any way referencing a resulting trust,
10 constructive trust, or equitable lien relationship between Tecumseh and Infinity;

11 14. Tecumseh's involvement and knowledge regarding Infinity's bankruptcy planning
12 and filing;

13 15. Infinity's ownership over the Disputed Accounts, as referenced in the pleadings filed
14 in this matter; and

15 16. All bank accounts used in Tecumseh and Infinity's business dealings and the source
16 of all monies contained therein.

17 Dated this 9th day of September 2022.

18 **SHEA LARSEN**

19 /s/ Bart K. Larsen, Esq.

20 BART K. LARSEN, ESQ.

21 Nevada Bar No. 8538

22 KYLE M. WYANT, ESQ.

23 Nevada Bar No. 14652

24 1731 Village Center Circle, Suite 150

25 Las Vegas, Nevada 89134

26 *Attorneys for HASelect-Medical Receivable,
27 Litigation Finance Fund International SP*

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CERTIFICATE OF SERVICE

- 1 1. On September 9, 2022, I served the following document(s): **NOTICE OF**
2 **DEPOSITION OF TECUMSEH-INFINITY MEDICAL RECEIVABLES**
3 **FUND, LP PURSUANT TO FRCP 30(B)(6)**
- 4 2. I served the above document(s) by the following means to the persons as listed
below:

5 a. ECF System:

6 CLARISSE L. CRISOSTOMO on behalf of ROBERT E. ATKINSON
7 clarisse@nv-lawfirm.com, bknotices@nv-lawfirm.com

8 GERALD M GORDON on behalf of TECUMSEH-INFINITY MEDICAL
9 RECEIVABLES FUND, LP
10 ggordon@gtg.legal, bknotices@gtg.legal

11 MICHAEL D. NAPOLI on behalf of TECUMSEH-INFINITY MEDICAL
12 RECEIVABLES FUND, LP
13 michael.napoli@akerman.com,
14 cindy.ferguson@akerman.com; catherine.kretzschmar@akerman.com; laura.taveras@akerman.com
15 masterdocketlit@akerman.com; teresa.barrera@akerman.com

16 ARIEL E. STERN on behalf of TECUMSEH-INFINITY MEDICAL
17 RECEIVABLES FUND, LP

18 ariel.stern@akerman.com, akermanlas@akerman.com

19 b. United States mail, postage fully prepaid:

20 c. Personal Service:

21 I personally delivered the document(s) to the persons at these addresses:

22 For a party represented by an attorney, delivery was made by
23 handing the document(s) at the attorney's office with a clerk or other person in
24 charge, or if no one is in charge by leaving the document(s) in a conspicuous place
25 in the office.

26 For a party, delivery was made by handing the document(s)
27 to the party or by leaving the document(s) at the person's dwelling house or usual
28 place of abode with someone of suitable age and discretion residing there.

29 d. By direct email (as opposed to through the ECF System):
30 Based upon the written agreement of the parties to accept service by email or a
31 court order, I caused the document(s) to be sent to the persons at the email
32 addresses listed below. I did not receive, within a reasonable time after the
33 transmission, any electronic message or other indication that the transmission was
34 unsuccessful.

35 e. By fax transmission:

36 Based upon the written agreement of the parties to accept service by fax
37 transmission or a court order, I faxed the document(s) to the persons at the fax
38 numbers listed below. No error was reported by the fax machine that I used. A copy

SHEA LARSEN
1731 Village Center Circle, Suite 150
Las Vegas, Nevada 89134
(702) 471-7432

1 of the record of the fax transmission is attached.
2

3 f. By messenger:
4

5 I served the document(s) by placing them in an envelope or package addressed to
6 the persons at the addresses listed below and providing them to a messenger for
7 service.
8

9 I declare under penalty of perjury that the foregoing is true and correct.
10

11 Dated: September 9, 2022.
12

13 By: /s/ Bart K. Larsen, Esq.
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